S. B. CIVIL SECOND APPEAL NO.226/2006
(Mangilal v. Legal Representatives of Ridh Karan & Others)

Date of Order: : 08-02-2007

HON'BLE MR. JUSTICE PRAKASH TATIA

Mr.K.C.Samdariya, for appellant.
Mr.Himanshu Maheshwari, for respondents.

Heard learned counsel for the parties.

The two courts below concurrently found the personal bona fide necessity of the plaintiff and decreed the suit for eviction of the tenant. Apart from the above, the two courts below concurrently found that the tenant is not using the said premises since the year 1991. The defendant – appellant admitted in his cross-examination that there is no light connection in the shop since last 10 years, despite the fact that there is a fan in the shop. He further admitted that there is no sign-board on the shop, nor he is having the account books.

In view of the above, no substantial question of law is involved in this appeal. Hence, the appeal is liable to be dismissed.

At this stage, the learned counsel for the appellant, on the instructions of his client who is present in Court, sought time for vacating the suit premises.

I considered this prayer of the learned counsel for the appellant. Looking to the facts of the case mentioned above, this

Court is of the view that the appellant is granted time upto 31st July, 2007 to vacate the suit premises.

Therefore, it is ordered that in case the appellant furnishes a written undertaking before the trial Court within a period of two months from today that he shall hand over the vacant possession to the landlord by or before 31st July, 2007 and shall not part with the possession or sublet the suit premises during this period and shall pay all the arrears of rent and decretal amount, if due, and cost of the suit and cost of first appeal within a period of two months from today before the trial Court or directly to the landlord, the decree under challenge shall not be executed till 1st August, 2007. The appellant shall also deposit the rent month by month by 15th day of each succeeding month of their tenancy in the trial Court or pay directly to the landlord.

In case of non-compliance of the order or default in payment of rent mentioned above, the decree shall become executable forthwith.

With the aforesaid concession, this appeal is dismissed.

(PRAKASH TATIA), J.

Scd